

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF MASSACHUSETTS

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U.S. DISTRICT COURT  
DISTRICT OF MASS.

\* \* \* \* \*  
ROBERT LEDERER,  
Plaintiff,  
  
v.  
  
JOHN SNOW, INC., et al.  
  
Defendants.  
\* \* \* \* \*

CIVIL ACTION NO.

REQUEST FOR HEARING

04 10284 NG

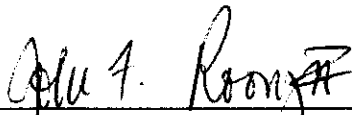
DEFENDANT, JOHNS HOPKINS UNIVERSITY'S,  
MOTION TO DISMISS PURSUANT TO FED. R. CIV. P. 12(B)(6)

Now comes the defendant, Johns Hopkins University (hereinafter "Johns Hopkins" or "the defendant"), and moves pursuant to Fed. R. Civ. P. 12(b)(6) to dismiss the plaintiff's Complaint. As grounds for this Motion, the defendant states that the plaintiff's breach of contract claim fails to "state with substantial certainty the facts showing the existence of the contract and the legal effect thereof." *Doyle v. Hasbro, Inc.*, 103 F.3d 186, 194 (1st Cir. 1996). Alternatively, to the extent that the court is of the opinion that the breach of contract claim is stated with sufficient detail, the Complaint should be dismissed as the contract relied upon by the plaintiff shows unambiguously that the plaintiff is not entitled to the

relief prayed for. The defendant relies upon the Memorandum of Law attached hereto.

Wherefore the defendant requests the court dismiss the plaintiff's Complaint.


JOHNS HOPKINS UNIVERSITY  
By its attorney,

  
\_\_\_\_\_  
John F. Rooney, III, BBO#426895  
Melick, Porter & Shea, LLP  
28 State Street  
Boston, MA 02109  
(617) 523-6200

Dated: February 10, 2004

**CERTIFICATION PURSUANT TO LOCAL RULE 7.1(A)(2)**

Attorney John F. Rooney, III hereby certifies that he had a telephone conversation with attorney David B. Stein on February 10, 2004 in a good faith attempt to resolve and narrow the issues relating to this Motion. Attorney John F. Rooney, III further certifies that the parties were unable to resolve the issue that is the subject of the current Motion.

  
\_\_\_\_\_  
John F. Rooney, III

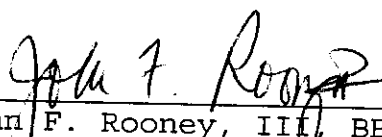
Dated: February 10, 2004

I hereby certify that I have made service of the foregoing document in accordance with the provisions of Fed. R. Civ. P. 5.

STATEMENT OF UNDISPUTED MATERIAL FACTS

1. On November 27, 2000, the plaintiff was notified that the Johns Hopkins University Center for Communication Programs had confirmed his appointment as a short-term consultant.
2. Pursuant to the confirmation, the plaintiff was to provide professional services in Romania from December 4, 2000 to December 17, 2000.
3. The fee for services was agreed at \$470 gross per day, payable upon completion and submission of an acceptable report on the assignment.
4. On or about December 1, 2000, the plaintiff accepted and agreed to the conditions of this short-term appointment.
5. The plaintiff went to Romania and the defendants paid the plaintiff pursuant to the November 27, 2000 agreement.
6. The short-term consultant agreement ended on December 17, 2000.

JOHNS HOPKINS UNIVERSITY  
By its attorney,

  
\_\_\_\_\_  
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